

EXPRESS MAIL NO.: EV336512866US
DEPOSITED ON: June 20, 2003

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Donald E. Weder

Atty. Dkt. N .: 8403.888

Application No.: Not Yet Assigned

Art Unit: 3644

Filed: Herewith

Examiner: F. Palo

For: METHOD OF COVERING A POTTED PLANT

Mail Stop PATENT APPLICATION
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(b)

Sir:

Charles A. Coddington, having a mailing address of P.O. Box 16370, Oklahoma City, Oklahoma 73113, in the County of Oklahoma and the State of Oklahoma, represents that he is the Authorized Signatory for the Petitioner/Assignee corporation, Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, and Charles A. Coddington, as Authorized Signatory, is authorized to sign on behalf of Petitioner/Assignee.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 5,581,938**,

8403.888 Terminal Disclaimer.wpd

06/25/2003 RHEBRANT 00000068 041700 10278690

01 FC:1814 110.00 DA

issued on 12/10/96, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 5,617,703**, issued on 04/08/97, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 5,625,979**, issued on 05/06/97, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 5,740,658**, issued on 04/21/98, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 5,930,979**, issued on 08/03/99, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 5,941,020**, issued on 08/24/99, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 6,189,290**, issued on 02/20/01, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 6,192,657**, issued on 02/27/01, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 6,347,481**, issued on 02/19/2002, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent

(100%) of the right, title and interest in and to **U.S. Patent No. 6,467,218**, issued on 10/22/2002, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Patent No. 6,470,624**, filed on 12/07/2001, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to **U.S. Serial No. 10/278,690**, filed on 10/21/2002, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

Southpac Trust International, Inc., not individually, but as trustee of The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to the above-identified patent application, **Attorney Docket No. 8403.888**, filed herewith, assignment recorded on January 26, 1996, Reel/Frame 7795/0753.

The assignment documents relating to **U.S. Patent Nos. 5,581,938, 5,617,703, 5,625,979, 5,740,658, 5,930,979, 5,941,020, 6,189,290, 6,192,657, 6,347,481, 6,467,218, 6,470,624** and **U.S. Serial No. 10/278,690** and to the above-identified application Attorney Docket No.

8403.888 have been reviewed and certified by Petitioner/Assignee and, to the best of Petitioner/Assignee's knowledge and belief, title is in the Petitioner/Assignee seeking to take this action.

Petitioner/Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the earlier of the full statutory term defined in 35 U. S. C. § § 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of **U.S. Patent Nos. 5,581,938, 5,617,703, 5,625,979, 5,740,658, 5,930,979, 5,941,020, 6,189,290, 6,192,657, 6,347,481, 6,467,218, 6,470,624** and the term of **U.S. Serial No. 10/278,690**.

Petitioner/Assignee further agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to said **U.S. Patent Nos. 5,581,938, 5,617,703, 5,625,979, 5,740,658, 5,930,979, 5,941,020, 6,189,290, 6,192,657, 6,347,481, 6,467,218, 6,470,624** and any patent granted on **U.S. Serial No. 10/278,690**.

This agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term defined in 35 U. S. C. § § 154-156

and 173, and of the term as presently shortened by any terminal disclaimers of said **U.S. Patent Nos. 5,581,938, 5,617,703, 5,625,979, 5,740,658, 5,930,979, 5,941,020, 6,189,290, 6,192,657, 6,347,481, 6,467,218, 6,470,624** and/or of the term of any patent granted on **U.S. Serial No. 10/278,690**, in the event that said **U.S. Patent Nos. 5,581,938, 5,617,703, 5,625,979, 5,740,658, 5,930,979, 5,941,020, 6,189,290, 6,192,657, 6,347,481, 6,467,218, 6,470,624** and/or **U.S. Serial No. 10/278,690** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s) as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

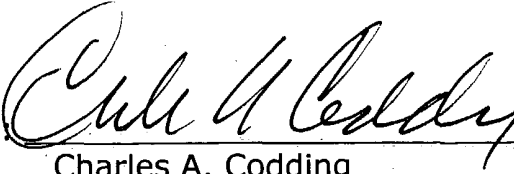
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

SOUTHPAC TRUST INTERNATIONAL, INC., not
individually, but as trustee of THE FAMILY TRUST
U/T/A dated December 8, 1995

6/20/03

(Date)

By:



Charles A. Coddington
Authorized Signatory for Southpac
Trust International, Inc., not
individually, but as trustee of
THE FAMILY TRUST U/T/A
dated December 8, 1995
P.O. Box 16370
Oklahoma City, OK 73113
(405) 607-8600